

**APPENDIX 2B: FORM OF BORROWER SOLVENCY AND  
INADEQUATE CREDIT ACCOMMODATIONS CERTIFICATION**

Date: [ ]

[TALF Agent Notice Address]

I, the undersigned Chief Executive Officer or other authorized officer of the eligible borrower named below (the "Borrower"), hereby attest that, as of the date hereof, and shall be deemed to attest that, as of the date of any borrowing made under that certain Master Loan and Security Agreement (as such agreement may be amended from time to time, the "MLSA") for the Term Asset-Backed Securities Loan Facility (the "TALF" or the "Facility" ) authorized by the Board of Governors of the Federal Reserve System (the "Board") on March 23, 2020, as such authorization may be amended from time to time, under section 13(3) of the Federal Reserve Act, (1) the Borrower is unable to secure adequate credit accommodations from other banking institutions, and (2) the Borrower is not insolvent. Capitalized terms used herein and not otherwise defined shall have the meaning given to them in the MLSA.

For the purposes of this certification, the Borrower is insolvent (as defined in paragraph B(ii) of section 13(3) of the Federal Reserve Act and section 201.4(d)(5)(iii) of the Board's Regulation A) if it is in bankruptcy, resolution under Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act, or any other Federal or State insolvency proceeding, or fails to generally pay undisputed debts as they become due during the 90 days preceding the date of borrowing under the TALF.

I further attest that, if any of the information in this certification changes, the Borrower will immediately notify its TALF Agent.

I further acknowledge that the Board may make public disclosures regarding transactions under the TALF, including without limitation disclosures that are required under applicable law. Information disclosed may include the identity of the Borrower, the identity of investors in and principals of the Borrower, identifying details concerning the assets or collateral held in connection with the TALF, the date and amount of the extensions of credit to the Borrower, the form in which such credit was provided and other material terms of the extension of credit. On behalf of the Borrower, I consent to such disclosure.

I acknowledge that, if this certification includes a knowing material misrepresentation, then (1) such material misrepresentation shall constitute a Collateral Enforcement Event under the MLSA, (2) the Loan Repayment Amount with respect to each Loan of the Borrower thereunder shall become immediately due and payable pursuant to the terms of the MLSA and shall become full recourse to the Borrower and (3) the Board or the Federal Reserve Bank of New York will promptly refer the matter to appropriate law enforcement authorities for investigations and action in accordance with applicable criminal and civil law.

Borrower:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

TALF Master Loan and Security Agreement

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